Appendix A

United States Court of Appeals
for the Ninth Circuit

No. 21,389

National Labor Relations Board,
Petitioner,

vs.

Bay Counties District Council of Carpenters, AFL-CIO, and Its Agent C. R. Bartalini; Carpenters Union Local No. 162, AFL-CIO, and Its Agent, E. W. Honerlah; Carpenters Union Local No. 828, United Brotherhood of Carpenters & Joiners of America, AFL-CIO; and Carpenters Union Local No. 1408, AFL-CIO, and Its Agent, Jack Weare,
Respondents.

[July 21, 1967]

On Petition for Enforcement of an Order of the National Labor Relations Board

Before: Hamley and Koelsch, Circuit Judges, and Mathes, District Judge

Per Curiam:

The National Labor Relations Board (Board) petitions for enforcement of its order of October 25, 1965,

issued against the above-named respondents. The Board decision and order is reported at 154 NLRB 1598.

Respondent District Council, with which respondent locals are affiliated, negotiates area-wide collective bargaining agreements (Master Agreements) with several employer associations. In 1956, Wilbur F. Disney, who operates three businesses engaged in the sale and installation of roofing materials, signed a Master Argeement. Although he did not sign subsequent agreements, Disney continued until 1962, to conform his labor policies to the current Master Agreements.

In August, 1962, when a new Master Agreement was negotiated by the District Council and the employer associations, Disney refused to conform to its terms. Instead, he entered into a collective bargaining agreement with District 50 of the United Mine Workers of America. At that time all Disney employees were members of a local union affiliated with respondent District Council.[1]

In an effort to force Disney to sign the Master Agreement, some of the respondents established a picket line at Disney's premises and took other coercive action. This led to the filing of Board charges against respondents to the effect that respondents had violated section 8(b)(4)(i) and (ii)(A) of the Act,

[1]In a separate Board proceeding, Disney's conduct in establishing a contractual relationship with District 50 was found to have violated section 8(a)(2) and (1) of the National Labor Relations Act (Act), 49 Stat. 452, as amended, 29 U.S.C. § 158(a)(2) and (1) (1964).

29 U.S.C. § 158(b)(4)(i) and (ii)(A) (1964), by picketing with an object of forcing Disney to enter a contract containing a clause prohibited by section 8(e), 29 U.S.C. § 158(e). In particular, it was alleged that section XXI-A of the Master Agreement, the picket line clause, is unlawful insofar as it allows an employee to refuse to cross a secondary picket line.[2] The contract section in question is quoted in the margin.[3]

Respondents argue that section XXI-A is not invalid under section 8(e), as held by the Board.

In our opinion, the Board did not err in so ruling. See *Lane-Coos-Curry-Douglas Counties Building & Construction Trades Council and Willamette General Contractors Association,* Case No. 36-CC-130, 155 NLRB 1115, enforced in *National Labor Relations Board v. Lane-Coos-Curry-Douglas Counties Building & Construction Trades Council,* 9 Cir., No. 20783, August 9, 1966, unreported; *Teamster Local 695 v.*

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[2]The complaint also charged other violations of the Act, but we are not concerned with them on this appeal.

[3]Section XXI-A of the contract reads:

"XXI-A. Employees Not To Be Discharged for Recognizing Authorized Lines

"No employee covered hereby may be discharged by an individual employer for refusing to cross a picket line established by an International Union affiliated with the Building and Construction Trades Department of American Federation of Labor, or a Local Union thereof, which picket line has been authorized or sanctioned by the Local Building and Construction Trades Council having jurisdiction over the area in which the job is located and after the individual employer involved has been notified and has had an opportunity to be heard. Said notice shall be in writing and mailed to the individual employer at his address. This Section shall not apply to jurisdictional disputes."

N.L.R.B., D.C. Cir., 361 F.2d 547, 551; *Truck Drivers Local 413 v. N.L.R.B.*, D.C. Cir., 334 F.2d 539, 543-545. The critical contract language involved in the cited cases differs from that of the contract here in issue, but the purport is the same.

The Board order will be enforced.

Appendix B

United States Court of Appeals
for the Ninth Circuit

No. 21,389

National Labor Relations Board,
Petitioner,

vs.

Bay Counties District Council of Carpenters, AFL-CIO and Carpenters Union Locals No. 162, 828 and 1408, AFL-CIO,
Respondents.

DECREE

Before: Hamley and Koelsch, Circuit Judges, and Mathes, District Judge.

This Cause came on to be heard upon the petition of the National Labor Relations Board for enforcement of a certain order issued by it against the above-named Respondents, their officers, agents, and representatives on September 27, 1965. The Court heard argument of respective counsel on July 5, 1967, and has considered the briefs and transcript of record filed in this cause. On July 21, 1967, the Court being fully advised in the premises, handed down its deci-

sion granting enforcement of the Board's order. In conformity therewith, it is hereby

Ordered, Adjudged And Decreed by the United States Court of Appeals for the Ninth Circuit that the Respondents, Bay Counties District Council of Carpenters, AFL-CIO, and Carpenters Union Locals Nos. 162, 828, and 1408, AFL-CIO, their officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Inducing or encouraging any individual employed by Wilbur F. Disney, Thomas J. Crosby, Virgil M. Frey, Donald R. Downey, Frank Stewart, or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, or threatening, coercing, or restraining any of said persons by picketing, or threatening to cause a work stoppage, or causing a work stoppage, or otherwise, where in either case an object thereof is to force or require Wilbur F. Disney to enter into the Northern California Standard Building Trade Agreement, or to enter into the Four Bay Counties Carpenters' Agreement executed on August 20, 1962, containing Section XXI-A herein found to be prohibited by Section 8(e) of the Act, or any other contract or agreement, express or implied, prohibited by Section 8(e) of the National Labor Relations Act, as amended (hereinafter called the Act).

(b) Inducing or encouraging any individual employed by Thomas J. Crosby, Virgil M. Frey, Donald R. Downey, Frank Stewart, or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, or threatening to cause a work stoppage, or causing a work stoppage, or otherwise, where in either case an object thereof is to force or require said person to cease doing business with Wilbur F. Disney.

2. Take the following affirmative action which the Board has found will effectuate the policies of the Act:

(a) Post at the business offices and meeting halls of Respondent labor organizations copies of the attached notice marked "Appendix." Copies of the notice, to be furnished by the Regional Director (San Francisco, Cal.) for Region 20, shall, after being duly signed on behalf of each Respondent labor organization by its duly designated representative, be posted by Respondent labor organizations immediately upon receipt thereof, and be maintained by them for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent labor organizations to insure that said notices are not altered, defaced, or covered by any other material.

(b) Sign and mail sufficient copies of the said notices to the aforesaid Regional Director for posting by Wilbur F. Disney, Thomas J. Crosby, Virgil M. Frey, Donald R. Downey, and Frank Stewart, these recipients willing, at all locations where notices to their employees are customarily posted.

(c) Notify the said Regional Director, in writing, within 10 days from the date of this Decree, what steps have been taken to comply herewith.

Endorsed, Decree Filed and Entered
Aug 2 1967

/s/ William B. Luck
William B. Luck
Clerk

[A True Copy

Attest:
William B. Luck
Clerk]

Appendix C

NOTICE

To All Members, and to All Employees of Disney Roofing Material Co., Disney Cedar Supply Co., Inc., Carlmont Roofing Co., and Various General Contractors

Pursuant to

A Decree of the United States Court of Appeals, Enforcing an order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our members that:

We Will Not induce or encourage any individual employed by Wilbur F. Disney, Thomas J. Crosby, Virgil M. Frey, Donald R. Downey, Frank Stewart, or by any other person engaged in commerce or in an industry affecting commerce, to engage in a strike or refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services, nor will we threaten, coerce, or restrain any of said persons where in either case an object thereof is to force or require Wilbur F. Disney to enter into any agreement prohibited by Section 8(e) of the Act, as amended,

or to force or require said persons to cease doing business with Wilbur F. Disney.

Bay Counties District Council of Carpenters, AFL-CIO

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(Labor Organization)

Dated..... By.....

(Chester R. Bartalini, Secretary)

Carpenters Union Local No. 162, AFL-CIO

.....

(Labor Organization)

Dated..... By.....

(Earl W. Honerlah, Business Representative)

Carpenters Union Local No. 828, United Brotherhood of Carpenters & Joiners of America, AFL-CIO

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(Representative) (Title)

Dated..... By.....

Carpenters Union Local No. 1408, AFL-CIO

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Dated..... By.....

(Jack Weare, Business Representative)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

Members of the signatory labor organizations and employees may communicate with the Board's Regional Office, 450 Golden Gate Avenue, San Francisco, California (Tel. No. 556-3197), if they have any questions concerning this notice or compliance with its provisions.